



**BID NO.: 6819-5/17**

**OPENING: 2:00 P.M.  
WEDNESDAY  
August 29, 2007**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS  
AND PARTS, AND REPAIR AND MAINTENANCE SERVICES**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

BID DEPOSIT AND PERFORMANCE BOND:.....	SEE SECTION 2, PARAGRAPH 2.13
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST:.....	N/A
INDEMNIFICATION/INSURANCE:.....	SEE SECTION 2, PARAGRAPH 2.11
LIVING WAGE: .....	N/A
PRE-BID CONFERENCE/WALK-THRU: .....	N/A
MEASURES: .....	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:.....	N/A
SECTION 3 – MDHA: .....	N/A
SITE VISIT/AFFIDAVIT: .....	N/A
USER ACCESS PROGRAM: .....	SEE SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY: .....	N/A

**FOR INFORMATION CONTACT:**

**Maggie R. Reynaldos at 305-375-1658, or at [mtc@miamidade.gov](mailto:mtc@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **Read this entire document & handle all questions in accordance with Section 1, Paragraph 1.2(D)**
- **Return One Original and Two Copies of the Bid Submittal Pages, the Executed Affidavits and the Requested Attachments**
- **Failure to complete the certification regarding Local Preference on page 33 of Section 4, Bid Submittal Form shall render the vendor ineligible for Local Preference**
- **Failure to sign page 33 of Section 4, Bid Submittal Form will render your bid non-responsive**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 6819-5/17**

**Title: Pumps, Drives, and Motors: Purchase of New and Rebuilt Units and Parts, and Repair Services**

**Sr. Procurement Contracting Agent: Maggie R. Reynaldos, CPPB**

**Bids will be accepted until 2:00 p.m. on Wednesday, August 29, 2007**

**At the:**

**CLERK OF THE BOARD**

**Stephen P. Clark Center**

**111 NW 1<sup>st</sup> Street**

**17<sup>th</sup> Floor, Suite 202**

**Miami, Florida 33128-1983**

**Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.**

**Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.**

**All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.**

**NOTICE TO ALL BIDDERS:**

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION.**

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.1. DEFINITIONS**

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.  
**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.

**Enrolled Vendor** – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002**, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

**1.2. INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**C. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

## SECTION 1

### GENERAL TERMS AND CONDITIONS

or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

#### E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

#### F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Purchasing Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

#### G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments

due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

#### 1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

#### 1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

#### 1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do

## SECTION 1

### GENERAL TERMS AND CONDITIONS

business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

#### 1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

#### 1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

#### 1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

#### 1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

#### 1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a **valid** occupational license, issued by Miami-Dade County **at** least one year prior to bid or proposal submission, **that** is appropriate for the goods, services or construction **to** be purchased;
2. a business that has **physical** business address located within the limits of Miami-Dade County from which the vendor operates or performs **business**. Post Office Boxes are not verifiable and shall **not** be used for the purpose of establishing said **physical** address; and
3. a business that **contributes** to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This **may** include but not be limited to the retention and expansion of employment opportunities and the support and increase **in** the County's tax base. To satisfy this requirement, the **vendor** shall affirm in writing its compliance with either **of** the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at **least** ten (10) permanent full time employees, or **part** time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) **that** live in Miami-Dade County, or at least 25% **of** its employees that live in Miami-Dade County, or
  - (b) vendor **contributes** to the County's tax base by paying either **real** property taxes or **tangible** personal property taxes **to** Miami-Dade County, or
  - (c) some other **verifiable** and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2007. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

#### 1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

#### 1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three day period begins on the County work day after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:



## SECTION 1

### GENERAL TERMS AND CONDITIONS

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County work days after the filing of a written intent to protest.

- D.** For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E.** For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

#### **1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

#### **1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

#### **1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

#### **1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

#### **1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

#### **1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

#### **1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of

defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

#### **1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

#### **1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

#### **1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### **1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

#### **1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

**1.27 PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.31 LOBBYIST CONTINGENCY FEES**

**A.** In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

**B.** A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS, AND REPAIR SERVICES**

**2.1 PURPOSE: TO PRE-QUALIFY BIDDERS**

The purpose of this Invitation to Bid (ITB) is to pre-qualify potential bidders for future bidding through the submission of documents and forms which verify to the County that the bidder meets or exceeds minimum requirements. Bidders who meet or exceed the requirements established in this ITB shall be placed on pre-qualification lists, on a per group basis, that may be accessed by various County departments to obtain price quotations for the purchase and repairs of pumps, drives, and motors (units and parts), as needed, when needed.

**2.2 SMALL BUSINESS CONTRACT MEASURES (BID PREFERENCE)**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Miami-Dade County Office of Small Business Affairs/DPM for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Miami-Dade County Office of Small Business Affairs/DPM at 305-375-3111 or access [www.miamidade.gov/dbd/home2.asp](http://www.miamidade.gov/dbd/home2.asp).

The SBE/Micro Business Enterprise must be certified by bid submission, at award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE**

Intentionally Omitted

**2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the five (5) year period.

**2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEARS**

Prior to, or upon completion, of that initial term, the County shall have the option to



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renew this contract for an additional five (5) years, on a year to year basis. The vendor shall maintain, for the entirety of the stated additional period, the same terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which decision shall effect that vendor's eligibility for future contracts. If multiple vendors are involved under a given contract, any options to renew will be restricted to the specific items of work initially awarded to any specific vendor.

**2.6 METHOD OF AWARD: PRE-QUALIFIED BIDDERS, PER GROUP, WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES**

Approved bidders will be placed on a "Pre-qualified Bidders List" on a "per group" basis, which will be accessed by the various County departments, as needed, to obtain Spot Market quotations.

**Spot Market Quotations:**

When a requirement is identified by a County department, pre-qualified bidders within the affected group will be invited to offer a fixed price and a firm delivery time for the specific items. It will be the County department's prerogative to contact all the pre-qualified bidders in the affected group to request a quotation, use a rotating system to request quotations from a number of pre-qualified bidders, limit the number of bidders based on specific requirements for the acquisition of specialized repairs, or to request quotations from the pre-qualified bidders for a specific brand/make within a group. The pre-qualified bidder offering the lowest fixed price on the total amount of the order shall be awarded the order, provided that the products or services proposed by the pre-qualified bidder meet the order's specifications and requirements. The award of the order to one bidder does not preclude the ability of the remaining pre-qualified bidders from submitting offers for other orders as requested by County departments.

In the best interest of the County, for items either delivered by the vendor or picked-up from the vendor by authorized County personnel, the availability of the material, geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award to a bidder when it is determined by a County department that a project is time sensitive or it is an emergency situation.

County departments may require specialized repairs for large motors, complex pump and motor assemblies, equipment located in sensitive or secure areas, equipment under warranty, or equipment representing a large investment of County funds. When a County department determines that a specialized repair is required, the County department may

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survey and evaluate the pre-qualified bidders in the affected group based on the specialized repair requirements. The department's survey may include and evaluate the following items: repair shop equipment (i.e. metalizing equipment, lathes, cranes, presses, welding equipment, milling machines, bearing heaters, pullers, baking ovens, dipping tanks, load bank for generator testing), balancing technique, testing equipment, repair shop and repair personnel use of available technology, repair shop manufacturer approved certification, repair personnel and repair shop specific experience and certifications, repair shop positive past performance, and repair personnel security clearance. The department's survey and evaluation will determine which otherwise pre-qualified bidders will be included in the quotation process for the specialized repair.

Qualification Requirements:

In addition to other County and contract requirements, all bidders shall meet or exceed the following qualification requirements to qualify for this contract:

Group 1:      Purchase of New and Rebuilt Pumps, Drives, and Motors (Units and Parts)

- 2.6.1 Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.

A list of the firm's key personnel, including their roles and contact information, shall be included with the bidder's submittal. The list shall include the personnel's applicable experience and their qualifications. This document shall demonstrate to the County's satisfaction that the bidder's staff meets the requirement described in the paragraph above.

- 2.6.2 Shall be equipped with modern office equipment, especially a facsimile (FAX) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations.

- 2.6.3 Shall be regularly engaged in the business of providing pumps, drives, and/or motors (units or parts).

Two (2) current references, consisting of existing customers, shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received from the bidder the products and services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation. These references shall ascertain to the County's

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satisfaction that the bidder has sufficient experience and expertise in the sale of pumps, drives, and/or motors industry.

- 2.6.4 Must be a verifiable manufacturer approved, certified, or designated agent, dealer, representative, or distributor of OEM products for the brands listed in the bidder's submittal.

The bidder is required to submit with their bid proof of their firm's designation as a manufacturer, agent, dealer, representative or distributor of the OEM products listed in their bid. The proof may be in the form of:

2.6.4.1 Current letters from the manufacturer, on the manufacturer's letterhead, designating the bidder as a manufacturer, agent, dealer, representative or distributor of the OEM products listed in the bidder's submittal. The letters shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative.

2.6.4.2 A copy of the signed agreement between the manufacturer and the bidder designating the bidder as an agent, dealer, representative or distributor of the OEM products listed in the bidder's submittal.

2.6.4.3 Reference to the manufacturer's internet website, where the manufacturer clearly lists the bidder as an agent, dealer, representative or distributor of the OEM products listed in the bidder's submittal.

To facilitate the quotation process, the pre-qualified bidders in Group A will be categorized according to the brands/makes they represent.

**Group 2: Pump Repair and Maintenance Services**

- 2.6.5 Maintain a pump repair shop staffed by competent company representatives. Staff must include a qualified service shop manager and personnel qualified to provide technical support and who can provide and discuss pump repair information, and who are cognizant of the industry and industry standards.

A list of the firm's key service personnel including their roles and contact information shall be included with the bidder's submittal. The list must identify the service shop manager and include his/her qualifications.

- 2.6.6 The bidder must be regularly engaged in the business of providing pump repair services, as described in this ITB.

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Two (2) current references, consisting of existing customers, shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received pump repair services from the bidder. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the pump repair industry.

Group 3:      Motor/Drive Repair and Maintenance Services

- 2.6.7 Maintain a motor/drive repair shop staffed by competent company representatives. Staff must include a qualified service shop manager and personnel qualified to provide technical support and who can provide and discuss motor repair information, and who are cognizant of the industry and industry standards.

A list of the firm's key service personnel including their roles and contact information shall be included with the bidder's proposal. The list must identify the service shop manager and include his/her qualifications.

- 2.6.8 The bidder must be regularly engaged in the business of providing motor/drive repair services, as described in this ITB.

Two (2) current references, consisting of existing customers, shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received motor repair services from the bidder. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the motor/drive repair industry.

Bidders for Groups 1, 2 and 3 shall not have any un-resolved performance issues with Miami-Dade County. The bidder's performance as a prime contractor or sub-contractor in previous County contracts shall be taken into account when evaluating the bidder's submittal for this solicitation. Miami-Dade County may survey County departments during the bid evaluation period to ascertain that the bidder does not have any unresolved unsatisfactory performance issues with the County. Miami-Dade County reserves the right to reject the bidder's submittal based on its assessment of the bidder's performance.

All bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the qualification requirements, however,

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Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period. Failure to provide proof of compliance to the qualification requirements, as specified by the County, shall result in the bidder's bid being declared non-responsive. The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the bidders' conformance to the qualification requirements. The County shall be sole judge of the bidder's conformance with the qualification requirements and its decision shall be final.

It shall be the sole prerogative of the County as to the total amount of pre-qualified bidders on this contract. During the term of this contract, the County reserves the right to receive additional submittals, add pre-qualified bidders, and add or delete products, as it deems necessary.

**2.7 PRICES**

All prices to be quoted by the pre-qualified bidders shall be in accordance with the "Spot Market Quotations" provisions established in these Special Conditions Paragraph 2.6. Order prices shall be quoted as requested by the County department and shall remain fixed and firm until the delivery or pick-up and acceptance of the order is complete.

Orders requiring special handling, such as air-freight or same day delivery, must be authorized by a County representative. Any additional charges resulting from special handling must be authorized by the County representative prior to order placing and must be shown on the vendor's invoice as a separate item.

Pre-qualified bidders for Groups 2 and 3 shall be asked to submit an itemized written fixed price to the County within a 24 hour period after being contacted by the user department. The detailed quote must reflect all parts utilized for the repair with each item priced individually, all the labor involved and the hourly rates. Lump sum estimates are not acceptable. All quotations shall remain fixed and firm until all repairs are completed and invoiced at the originally quoted prices. No changes or additions shall be allowed without prior written consent from the user department.

**2.8 EXAMINATION OF COUNTY FACILITY AND INSPECTION OF COUNTY EQUIPMENT**

Intentionally Omitted

**2.9 "EQUAL" PRODUCT CAN BE CONSIDERED**

Intentionally Omitted



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**2.10 LIQUIDATED DAMAGES**

Some specific orders will be subject to liquidated damages. Although the actual cost cannot be readily quantifiable, failure to complete certain repairs or deliver certain products in accordance with the specifications and to the satisfaction of the County within the time stated in the bidder's quotation, shall be subject to charges for liquidated damages in the amount specified in the individual request for quote. As compensation due to the County for loss of use and for additional costs incurred by the County due to such non-completion of the work or delivery of product, the County shall have the right to deduct the said liquidated damages from any amount due or that may become due to the bidder under this agreement or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder.

**2.11 INDEMNIFICATION AND INSURANCE - (1) GENERAL SERVICE AND MAINTENANCE CONTRACT SHALL BE REQUIRED FROM ALL PRE-QUALIFIED BIDDERS PERFORMING SERVICES IN COUNTY FACILITIES**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “B” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE:DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor

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may be prohibited from submitting future submittals to the County in accordance with Section 1.23 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Some specific orders will require a performance bond. During the spot market quotation process a user departments may request a Performance and Payment Bond in an amount to be determined at the time of the order. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form. The completed form shall be delivered to the County within 15 calendar days after award of the quote by the user department. If the bidder fails to deliver the Payment and Performance Bond within this specified time, including granted extensions, the County shall declare the bidder in default of the contractual terms and conditions and the bidder shall surrender its Bid Bond, and the County may terminate the Bidder's contract.

The following specifications shall apply to the bond required above:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI

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2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
  2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
  3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Metro Dade County during the life of this contract and as long as the funds are being held by Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

**2.14 CERTIFICATIONS**

Intentionally Omitted

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**2.15 METHOD OF PAYMENT PERIODIC INVOICES FOR COMPLETED DELIVERIES AND/OR SERVICES RENDERED**

For Group No. 1 the successful bidders shall submit an invoice to the County using departments that requested the items through a purchase order. The invoices shall reference the appropriate purchase order number, the delivery address, and the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County department when the items were delivered and accepted.

For Groups No. 2 and 3, the successful bidders shall itemize the services provided showing the Manufacturer's brand name, model number, and serial number of the unit(s) serviced, and an itemized listing of parts used, indicating unit prices and the time hours and minutes required to service the equipment. The invoices shall be submitted to the County using department within thirty (30) calendar days after delivery of the items and/or the services have been rendered and a County representative has verified the delivery and or acceptance of items.

Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

**2.15.1 Vendor Information:**

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

**2.15.2. County Information:**

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- Miami-Dade Water and Sewer Department (M-DWASD) requisition number (if the invoice pertains to an order placed by the M-DWASD).

**2.15.3 Pricing Information:**

- Unit price of the goods or services provided
- Extended total price of the goods or services provided
- Applicable discounts



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2.15.4 Goods or Services Provided per Contract:

- Description of the goods or services
- Quantity delivered

2.15.5 Delivery Information:

- Delivery terms set forth within the specific order
- Location and date of delivery of goods or services

Failure to submit invoices in the prescribed manner shall delay payment.

**2.16 SHIPPING TERMS: F.O.B. DESTINATION**

All vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various locations within Miami-Dade County.

**2.17 DELIVERY REQUIREMENTS AND COMPLETION OF SERVICES**

For Group No. 1 all parts purchased herein shall be delivered or ready for pick-up by County Personnel within the calendar days stated in the request for quote.

Should the awarded bidder fail to deliver in the number of days stated in its quote, the County may cancel the order and acquire the product through another source of supply and charge the bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate its contract with the bidder.

For Groups No. 2 and 3, the completion date for repairs shall not exceed three (3) calendar days after receipt of notice to proceed, unless mutually agreed upon between the vendor and the user department and a written authorization by the user department is provided.

Should the bidder to whom the repair work is awarded fail to complete the work within the number of days stated in the quotation, the County reserves the right to cancel the contract with the bidder and to secure the services through another source of supply to complete the work. If the County exercises this authority the County may at its option request payment from the bidder through invoice or credit memo, for any additional costs over and beyond the original quoted prices, which were incurred by the County as result of having to secure the services elsewhere. If the bidder fails to honor this invoice or credit memo, the County may terminate the contract.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.18 BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION**

The County shall not accept any back orders of deliveries from the vendor, unless written authorization is issued by the user department. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored.

**2.19 WARRANTY**

**A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance. This warranty requirement shall remain in force for the full warranty period; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under Warranty**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**C. Replacement Parts**

All parts utilized in conjunction with this bid shall be new unless authorized by the user department and shall meet original equipment manufacturers specifications, and shall restore the equipment so that it will perform to its original design specifications.

**SECTION 2**  
**SPECIAL CONDITIONS**

D. Restoration of Equipment

All work shall be performed by trained and competent personnel in accordance with the best commercial and industry practices and manufacturers standards. Rebuilt equipment shall result in as like new product so that it will perform to the Manufacturers original design specifications.

**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and resultant contract contact Maggie Reynaldos at 305-375-1658 or at mtc@miamidade.gov.

**2.21 COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

**SECTION 2**  
**SPECIAL CONDITIONS**

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

**Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

**2.22 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

**2.23 COMPLIANCE WITH FEDERAL AND INDUSTRY STANDARDS**

All items to be purchased under this solicitation shall be in accordance with all governmental standards, to include, but not limited to those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupation Safety and Health Administration (OSHA).

It shall be the responsibility of all awarded vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation during the term of the contract.

**2.24 DEMURRAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from the vendors who supply containers on an interim basis to the County in conjunction with this bid. Any rental or demurrage costs for such containers that are normally charged by the vendor must be reflected in the unit prices offered by the vendor.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Vendor are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Vendor at the Vendor's expense or (2) require the Vendor to replace the materials at the Vendor's expense.

**2.26 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY**

The successful bidders shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping cartons which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at minimum, the following information: the County department's release purchase order number, the department's requisition/order number, the date of the order, a complete listing of the items being delivered, and the back-order quantities with their estimated delivery date (if applicable).

**2.27 PATENTS AND ROYALTIES**

The vendor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or as a result of any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Vendor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.



**SECTION 2**  
**SPECIAL CONDITIONS**

**2.28 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER**

The successful Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the County's Project Administrator. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the Bidder, in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the County shall place the Bidder on default, obtain the services of another vendor to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.

**2.29 MIAMI-DADE HOUSING (MDHA) EXEMPTION TO CERTAIN CLAUSES**

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Housing Authority (MDHA). As a Federally-funded agency, certain clauses within this solicitation do not apply to orders issued by that department.

Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.21 (County User Access Program - UAP).

**2.30 PURCHASE OF SIMILAR, ANCILLARY OR RELATED ITEMS OR SERVICES BASED ON PRICE QUOTES**

While the County has identified and grouped all items and services commonly required by the County departments into comprehensive categories, there may be similar, ancillary or related items or services that must be purchased by the County departments during the term of this contract. Under these circumstances, the contract's pre-qualified bidders may be invited to offer a fixed price and a firm delivery time for the specific order. It will be the County department's prerogative to contact all the pre-qualified bidders in the contract, or to contact a specific number of pre-qualified bidders to request the quotation. The pre-qualified bidder offering the lowest fixed price on the total amount of the order shall be awarded the order, provided that the products proposed by the pre-qualified bidder meet the order's specifications and requirements. The County reserves the right to award these similar, ancillary, or related items or services to a pre-qualified bidder based on the lowest price quote or to bid the items through a separate solicitation.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND  
PARTS, AND REPAIR SERVICES**

**3.1 SCOPE**

It is the intent of this solicitation to make available to the County many qualified suppliers of units, parts and services for pumps, drives, motors, and combination assemblies.

These Specifications cover the acquisition of new or rebuilt pumps, drives and motors, the purchase of repair or replacement parts for the various makes and models of pumps and motors and drives utilized within Miami-Dade County, and repair services, in the field or in the vendor's shop, as required by the County departments.

It is estimated that the Miami-Dade Water and Sewer Department (M-DWASD) will be the major user of the commodities and services that may become available through the contract resulting from this solicitation. MDWASD operates and maintains thousands of motors and pumps that are specifically designed to the water and sewer pumping and treatment industry. The pumps are centrifugal and positive displacement, and have different configurations according to their application. The motors are mostly induction type but some are synchronous and others are wound-rotor. As with the pumps, the motors are used according to their application. Pumps and motors require associated and/or auxiliary equipment, which is needed to fulfill a particular function. Some examples of this equipment are speed controls (mechanical and electrical), actuators, valves, etc. The equipment is typically industrial type and specialized, and it requires specialized maintenance and repairs services such as: periodic analysis of oil and lubricants, monitoring of vibration and frequency noises, alignment, adjustments and replacement of mechanical and electrical components, complete overhauls and, in the case of motors, rewinding. These types of specialized maintenance and repair services require the use of highly-skilled personnel, special hand and shop tools, equipment, and diagnostic instruments to fulfill strict manufacturer's requirements and/or meet warranty conditions.

Pumps are widely used by other County departments to transfer fluids for processing applications, provide fluid circulation in cooling systems or provide the motive force in hydraulic systems. The pump types that may be required or serviced through this solicitation may include: Kinetic Pumps, Vertical Pumps, Rotary Pumps, Sealless Centrifugal Pumps, Reciprocating Power Pumps, and Direct Acting (Steam) Pumps. Motors are widely used as part of pump assemblies or to power other equipment throughout the County. The basic types that may be required or serviced through this solicitation may include: AC Motors, DC Motors, Brushless DC Motors, Servo Motors, Brushed DC Servo Motors, Brushless AC Servo Motors, Stepper Motors, and Linear Motors.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.2 PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS**

All new parts supplied must be of Original Equipment Manufacture as recognized by the product's manufacturer.

All reconditioned parts must be identified as such and have approval by the manufacturer. All parts used in reconditioning process must be of O.E.M origin as recognized by the manufacturer.

**3.3 REPAIR, MAINTENANCE, AND OVERHAUL SERVICES FOR PUMPS, DRIVES, AND MOTORS**

A significant amount of the repair/maintenance work will consist of the complete overhaul of pumps, drives and motors, or combination assemblies. However, additional repair work may be required above and beyond the scope of an overhaul, or units may require specific repairs or inspections/diagnostics only, as specified by the user department.

**3.3.1 Typical Guidelines for a Pump Overhaul**

- 3.3.1.1 Completely disassemble pump, thoroughly clean and inspect for any irregularities.
- 3.3.1.2 Accurately measure the bearing housing bores and shaft bearing locations for proper bearing fit tolerances as per the manufacturer's specifications.
- 3.3.1.3 Accurately measure the shaft at the inboard and outboard bearing locations and the shaft sleeve for compliance with O.E.M. shaft run-out specifications. Inspect shaft sleeve. Repair or replace as necessary. Repairs will be performed by welding or metal flame spraying process. All new sleeves must be O.E.M. part or approved equal. Shaft sleeve to be ceramic coated. Coating to be a minimum of .012 inches to a maximum of .016 inches. Coating should be Metco 130 aluminum oxide based powder, or approved equal. Minimum of 62 rockwell C. Hardness. Finished to a smooth and impervious surface. Cracks or pitting will not be allowed.
- 3.3.1.4 Replace all parts worn or damaged beyond O.E.M. specifications.
- 3.3.1.5 Furnish and install new grease seals, bearings and snap rings with the size and type specified by the O.E.M.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

- 3.3.1.6 Lubricate bearings, fill bearing cavity 1/3 full of grease with Lubriplate #1200-2 grease (or an equal product approved by the user department).
  - 3.3.1.7 Furnish and install new O.E.M. gaskets.
  - 3.3.1.8 Accurately measure shaft end-play for compliance with O.E.M. specifications.
  - 3.3.1.9 For pumps with packing, provide a ceramic coating on the shaft sleeve and pack the stuffing box with the correct size packing material as follows: Install one ring of Teflon lubricated Kevlar packing first, then fill the stuffing box with Therobtaid Graphite Foil packing. Do not use a lantern ring. Replace the packing gland nuts, studs or bolts with those made of stainless steel.
  - 3.3.1.10 For pumps with mechanical seal, install a new mechanical seal of the size and type specified by the O.E.M. and test for leakage. The use of resurfaced seal surfaces will be left up to the discretion of the department.
  - 3.3.1.11 All bolts, nuts, and washers to be grade 5 stainless steel. All bolts to be installed with lock washers.
  - 3.3.1.12. All fasteners shall be torqued to O.E.M. specifications.
  - 3.3.1.13 Sandblast and paint pump exterior, excluding shaft, with rust resistant primer paint.
  - 3.3.1.14 Check housing and shaft diameter for wear, machine if needed to restore O.E.M. factory fits.
  - 3.3.1.15 Dynamically balance shaft and impeller.
  - 3.3.1.16 Furnish a complete and fully detailed computerized vibration report. The vendor shall also complete other repair and maintenance reports and checklists, as required by the user department.
- 3.3.2 Typical Guidelines for a Motor and Drive Repair/Overhaul
- 3.3.2.1 Machine Work: All shafts shall be checked for undue tear and wear, scoring and straightness. Bearings and seal journals shall be concentric with shaft diameter. Shafts runout for diameters up to 1 5/8" shall not exceed 0.001". Shafts runout for diameters exceeding 1 5/8" shall not be greater than 0.015". Bearings and seals shall be new

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

and meet or exceed manufacturer's recommendations. Sealed bearings shall be used when possible. Motor/drive shall be statically and dynamically balanced using suitable test stand. Vibration readings shall be taken electronically, measured, and outlined during test, and again when driver and driven load are coupled in place. Vibration study shall be performed and baseline determined for further condition monitoring. Vibration levels shall be within standard rotating machinery tolerances dictated by original equipment manufacturer and/or the International Research and Development Corporation's General Vibration Severity Chart.

- 3.3.2.2 Electrical and Windings: NEMA Class "F" insulation shall be the minimum standard used in any motor/drive. Winding coils shall be laced and shaped in such a manner conducive to maintain clearances (all clearances such as end shields, rotors, through bolts, etc.). Coils shall be capable of enduring starting and running currents with minimum distortion. Coil support (surge) rings that are used on large motors shall be suitable insulated, accurately fitted, and laced to ensure support of the windings. Windings for Variable Frequency Drive motors shall be "Inverter Duty". Connections shall be properly soldered, brazed, or welded with materials that will be mechanically strong enough to withstand operational stresses. Thermal protection devices shall be inspected and tested. Protection devices shall be replaced when necessary with devices meeting or exceeding original specifications. Application of layered insulation shall be uniformed and tight to eliminate stress points and air gaps. Form wound coils shall be vacuum-pressured-impregnated (VPI). All winding coils, when completed, shall be tested by meanings of surge comparison. Stators shall be properly stripped and cleaned. Stators used in rewinding work shall, at minimum, dipped twice in a polyester-based, thermal sitting or similar insulating varnish. Stators shall be tested at 25% rated voltage and the current drawn recorded as part of overall motor/drive test information. Motor/drive repaired shall be tested in shop by meanings of insulation readings, voltage, amperes, temperature, vibration, phase imbalance, surge comparison, and other standard tests.
- 3.3.2.3 The motor/drive shall be repainted.
- 3.3.2.4 Furnish a complete and fully detailed report to the County documenting all tests performed. The vendor shall also complete other repair and maintenance reports and checklists, as required by the user department.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

As requested by the County department, the vendor will supply to the County the manufacturer's original packaging for any new part used in the service job, and will return to the County any old part replaced.

**3.4 MANUFACTURERS**

The following is a representative listing of the pump, motors, and drives manufacturers'/brand names presently in use throughout the County:

<b><u>Manufacturers'/Brand Names</u></b>	<b><u>Manufacturers'/Brand Names</u></b>	<b><u>Manufacturers'/Brand Names</u></b>
ABB DRIVES	FLOW/NET-FLOWTRONEX PSI	MONOFLO PROGRESSING CAVITY PUMPS
ABB MOTORS	FLOWSERVE (INGERSOLL DRESSER)	MORRIS PUMP
ABBA	FLOWSERVE SERIES 1 MSX LINE	MOYNO
A-C	FLUID TECH DIADISK PUMP	MP PUMPS
ACCUPUMP	FLYGT	MUD-SUCKER
ADVANCED ENGINEERED PUMP	GE INDUSTRIAL SYSTEMS	MWI
AMTROL	GE MOTORS & DRIVES	MYERS
AMERICAN MARSH PUMPS	GIANT	NETZSCH
A.O. SMITH	GORMAN-RUPP (INDUSTRIAL)	NORD GEAR
A.R. WILFLEY	GORMAN-RUPP (MUNICIPAL)	OBERDORFER
AURORA (MUNICIPAL)	GOULDS GOYNE	PACER
BALDOR	GOULDS PUMP (MUNICIPAL)	PACIFIC (FLOWSERVE BRAND)
BARNES	GOULDS PUMP (WASTEWATER)	PATTERSON
BERKELEY / STA-RITE	GOULDS PUMP (WHOLESALE)	PROTEK
BODINE ELECTRIC	GRUNDFOS	PUMPEX
BOERGER ROTARY LOBE PUMPS	HAYWARD GORDON	RELIANCE
BROTHER INT. / GEARMOTOR DIV.	HYDROMATIC PUMP (MUNICIPAL & IND)	ROOTS (DRESSER ROOTS)
BURKS	HYDROMATIC PUMP (WHOLESALE)	RUH R PUMPEN FKA BYRON JACKSON TULSA OPER.
BYRON JACKSON (FLOWSERVE BRAND)	HYPRO	SEEPEX
CARTER PUMP	IDEAL ELECT. MOTORS	SHIMPO
CAT	INDIANA GENERAL	SMITH & LOVELESS
CENTURY ELECTRIC	INELTECH MOTORS	STERLING PEERLESS
CHEMFLO	INGERSOLL DRESSER(NOW FLOWSERVE)	TATUNG
CHICAGO PUMP	INGERSOLL-RAND (FLOWSERVE BRAND)	TECO WESTINGHOUSE
CORNELL	I PRO	TEEL

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

<b><u>Manufacturers'/Brand Names</u></b>	<b><u>Manufacturers'/Brand Names</u></b>	<b><u>Manufacturers'/Brand Names</u></b>
CRANE DEMING	ITT	TOSHIBA MOTORS
CRANE DEMING AOD	J-LINE TURBINE SUBMERSIBLE PUMPS	THRUSH
CRANE DEMING MUNICIPAL PUMPS	J-LINE VERTICAL TURBINE PUMPS	TRASH-FLOW
CROWN	JAC-JESCO AMERICA FKA BIF	UNIVERSAL ELECTRIC
CUTLER HAMMER	JACUZZI	US ELECTRICAL MOTORS
DAYTON	KSB (MUNICIPAL)	VANTON
DAVIS EMU	LAYNE & BOWLER/VERTI- LINE (MUNICIPAL)	VULCAN ENGINEERING LTD
DURCO (FLOWSERVE BRAND)	LEESON	WASTECORP (MARLOW)
EBARA SUBMERSIBLE PUMPS	LIBERTY	WEG
ELECTRA-GEAR	LINCOLN	WEINMAN
EMERSON COMM. IND. MOTORS	LITTLE GIANT	WEINMAN INDUSTRIAL
EMERSON POWER TRANSMISSION	LOBEE	WEMCO
FAIRBANKS MORSE	LOUIS-ALLIS	WESTERN ELECTRIC
FGM VERTICAL PUMP HOLLOW SHAFT	MAGNETEK	WESTINGHOUSE
FINISH-THOMPSON	MARATHON ELECTRIC	WORLD WIDE ELECTRIC
FINISH THOMPSON (FTI) ULTRACHEM	MARLOW ITT, GOULDS ITT	WORTHINGTON (FLOWSERVE BRAND)
FLINT & WALLING	MEGATOR (SLIDING SHOE PUMP & SALAROLL PUMP SYSTEM)	YEOMANS
FLOMAX	MONARCH	ZOELLER

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**



**BID NO.: 6819-5/17**  
**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**August 29, 2007**

**INVITATION TO BID**  
**SECTION 4**  
**BID SUBMITTAL FORM**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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Issued by:	DPM	Date Issued:	This Bid Submittal Form Consists
MRR	Purchasing Division	8/2/07	of Pages 24 through 33

---

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

<p><b>PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS, AND REPAIR SERVICES</b></p>
---

Bid Deposit: Not Applicable to This Solicitation  
Performance Bond: Not Applicable to This Solicitation

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 285-68 & 936-62	
SR. PROCUREMENT AGENT: Maggie Reynaldos	

**FIRM NAME:** \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF THE BID SUBMITTAL PAGES, THE EXECUTED AFFIDAVITS AND THE REQUESTED ATTACHMENTS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 33 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 33 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**



**SECTION 4  
BID SUBMITTAL FOR:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS,  
AND REPAIR SERVICES**

FIRM NAME: \_\_\_\_\_

**CHECKLISTS FOR REQUIRED ATTACHMENTS:**

**Refer to the details in Paragraph 2.6.**

	<u>GROUP 1</u> Purchase of New and Rebuilt Pumps, Drives, and Motors (Units and Parts)	
<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.1	Provide complete office address:  _____  _____  _____	_____
Paragraph 2.6.1	Attach a list of the firm's key personnel, including their roles and contact information. The list shall include the personnel's applicable experience and their qualifications	_____
Paragraph 2.6.2	Enter your firm's facsimile (FAX) machine number, including area code:  Fax No. _____  Enter your firm's e-mail address:  E-mail _____	_____

**SECTION 4**  
**BID SUBMITTAL FOR:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS,  
AND REPAIR SERVICES**

FIRM NAME: \_\_\_\_\_

<b>GROUP 1</b> Purchase of New and Rebuilt Pumps, Drives, and Motors (Units and Parts)							
<u>Reference:</u>	<u>Summarized Requirement:</u>					<u>Initial As Completed:</u>	
Paragraph 2.6.3	Below, list two references consisting of existing customers. The references listed must be customers that are currently receiving or have recently received from your firm the products described in this solicitation. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that your firm has successfully provided the products and services that your firm is offering under this solicitation.					_____	
	Company's Name ↓	Contact Person's Name ↓	Contact Person's Title ↓	Customer's Address ↓	Customer's Telephone Number ↓		Customer's E-mail Address ↓
	<b>1</b>						
	<b>2</b>						

**SECTION 4  
BID SUBMITTAL FOR:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS,  
AND REPAIR SERVICES**

FIRM NAME: \_\_\_\_\_

<p align="center"><u><b>GROUP 1</b></u> Purchase of New and Rebuilt Pumps, Drives, and Motors (Units and Parts)</p>	
<p align="center">Reference: Paragraph 2.6.4 List the manufacturer brand names/makes of pump, drives and/or motors that shall be available from your firm. Attach proof of your firm's designation as a manufacturer, agent, dealer, representative or distributor of the OEM products (manufacturer brand names/makes) listed.</p>	
<b>BRAND NAMES/MAKES</b> ↓	<b>BRAND NAMES/MAKES</b> ↓

**SECTION 4**  
**BID SUBMITTAL FOR:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS,  
AND REPAIR SERVICES**

FIRM NAME: \_\_\_\_\_

	<u>Group 2: Pump Repair and Maintenance Services</u>	
<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.5	Provide complete repair shop address and telephone number: _____ _____ _____ _____	_____
Paragraph 2.6.5	Attach a list of the firm's key service personnel including their roles and contact information. The list must identify the service shop manager and include his/her qualifications	_____

**SECTION 4**  
**BID SUBMITTAL FOR:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS,  
AND REPAIR SERVICES**

FIRM NAME: \_\_\_\_\_

<u>GROUP 2</u> <u>Pump Repair and Maintenance Services</u>							
<u>Reference:</u>	<u>Summarized Requirement:</u>					<u>Initial As Comple ted:</u>	
Paragraph 2.6.6	List two (2) current references, consisting of existing customers. The references listed must be customers that are currently receiving or have recently received the pump repair services described in this solicitation. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that your firm has successfully provided the services that your firm is offering under this solicitation.					_____	
	Company's Name ↓	Contact Person's Name ↓	Contact Person's Title ↓	Customer's Address ↓	Customer's Telephone Number ↓		Customer's E-mail Address ↓
	<b>1</b>						
	<b>2</b>						

**SECTION 4**  
**BID SUBMITTAL FOR:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS,  
AND REPAIR SERVICES**

FIRM NAME: \_\_\_\_\_

	<u>Group 3: Motor/Drive Repair and Maintenance Services</u>	
<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.7	Provide complete repair shop address and telephone number: _____ _____ _____ _____	_____
Paragraph 2.6.7	Attach a list of the firm's key service personnel including their roles and contact information. The list must identify the service shop manager and include his/her qualifications	_____

**SECTION 4  
BID SUBMITTAL FOR:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS,  
AND REPAIR SERVICES**

FIRM NAME: \_\_\_\_\_

<p align="center"><u>GROUP 3</u> <u>Motor/Drives Repair and Maintenance Services</u></p>							
Reference:	Summarized Requirement:					Initial As Comple ted:	
Paragraph 2.6.8	<p>List two (2) current references, consisting of existing customers. The references listed must be customers that are currently receiving or have recently received the motor/drive repair services described in this solicitation. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that your firm has successfully provided the services that your firm is offering under this solicitation.</p>					_____	
	Company's Name ↓	Contact Person's Name ↓	Contact Person's Title ↓	Customer's Address ↓	Customer's Telephone Number ↓		Customer's E-mail Address ↓
	1						
	2						

**SECTION 4  
BID SUBMITTAL FOR:**

**PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND  
PARTS, AND REPAIR AND MAINTENANCE SERVICES**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



**BID SUBMITTAL FORM****Bid Title: PUMPS, DRIVES, AND MOTORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS, AND REPAIR AND MAINTENANCE SERVICES**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 and  
 B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

**LOCAL PREFERENCE CERTIFICATION:** The responding vendor hereby attests, by checking one of the following blocks, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days  
 (Please see paragraph 1.2 H of General Terms and Conditions)

*\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"*

Signature: \_\_\_\_\_  
 (Signature of authorized agent)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Failure to sign this page shall render your Bid non-responsive.**



# **APPENDIX**

## **AFFIDAVITS**

### **FORMAL BIDS**

**MIAMI-DADE COUNTY BID AFFIDAVITS****▪ DISABILITY NONDISCRIMINATION AFFIDAVIT  
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,  
FEES AND PARKING TICKETS AFFIDAVIT  
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES  
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO  
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE  
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING  
TO AFFIDAVITS ON PAGES 1 AND 2**

**MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE**

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**LIVING WAGE AFFIDAVIT**  
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.44 per hour plus health benefits as described in the ordinance, or \$10.81 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: \_\_\_\_\_ 20\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
**(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)**

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and \_\_\_\_\_ the expiration date of \_\_\_\_\_.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_

☐ a \_\_\_\_\_ corporation ☐ partnership ☐ joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.*

**CODE OF BUSINESS ETHICS**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date  
\_\_\_\_\_  
Printed Name of Affiant and Title Federal Employer Identification Number  
\_\_\_\_\_  
Printed Name of Firm  
\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary Serial Number  
\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Date \_\_\_\_\_



**SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

**Firm Name of Prime Contractor/Respondent:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_ **Title:** \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

FORM 100

**MIAMI-DADE COUNTY  
CERTIFICATION OF RECYCLED  
ENVIRONMENTALLY ACCEPTABLE PACKAGING  
PRODUCT CONTENT  
RESOLUTION (R-738-92)**



<b>MINIMUM CERTIFIED CONTENT</b>						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCLABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
<b>DEFINITIONS</b>						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

**“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.**

**“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.**

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	